

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LIVING ASSISTANCE SERVICES,
INC. d/b/a VISITING ANGELS

Plaintiff,

v.

VISITING ANGELS HOME HEALTH
SERVICES, INC., et al.

Defendants.

Case No.: 2:12-cv-09002-DSF-JC

CONSENT JUDGMENT

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WHEREAS, this action was commenced on October 18, 2012 by the filing of the Summons and Complaint, copies of the Summons and Complaint having been duly served on the defendants; and

WHEREAS, in the Complaint, Plaintiff Living Assistance Services, Inc. d/b/a Visiting Angels ("Living Assistance Services") seeks injunctive relief and monetary damages against defendants Visiting Angels Home Health Services, Inc. and Naira Tshorokhyan (collectively, "Defendants") for various claims of federal trademark infringement, unfair competition and various related claims under California state law and the common law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Subject to the confidential Settlement Agreement executed between the Parties, Defendants, any entities controlled by any of Defendants, in whole or part, their agents, servants, employees, and attorneys and any person(s) or entities acting in concert or participation with any of them shall:

- a. cease and permanently desist from all use of the VISITING ANGELS® Mark, and/or any name, mark, or domain name that incorporates, or is confusingly similar to, "VISITING ANGELS" (including, but not limited to, the trade name VISITING ANGELS HOME HEALTH SERVICES INC.) for any goods or services throughout the world;
- b. remove all references to the VISITING ANGELS® Mark, "VISITING ANGELS" and/or any name, mark, or domain name that incorporates, or is confusingly similar to, "VISITING ANGELS" (including, but not limited to, the trade name VISITING ANGELS HOME HEALTH SERVICES) from their website located at www.vahhi.com and/or any other websites owned or controlled by Defendants;

- c. cease all use, distribution, publication or display of any advertising, promotional or marketing materials featuring the VISITING ANGELS® Mark, "VISITING ANGELS" and/or any name, mark, or domain name that incorporates, or is confusingly similar to, "VISITING ANGELS" (including, but not limited to, the trade name VISITING ANGELS HOME HEALTH SERVICES INC.);
- d. change their trade name and any other corporate name from VISITING ANGELS HOME HEALTH SERVICES to a new name which: (1) shall not incorporate the words "Visiting" or "Angels" or the terms "VISITING ANGELS" or "LIVING ASSISTANCE SERVICES"; and (2) shall be submitted in advance to Plaintiff for approval;
- e. submit all paperwork requesting such name change as required to operate their business ("Name Change Paperwork") by December 23, 2013 and provide copies of the Name Change Paperwork to counsel for Living Assistance Services at the time of submission;
- f. forward a letter (the contents of which have been pre-approved by counsel for Living Assistance Services) to any and all of their referral sources advising these referral sources of Defendants' prospective new name, Althia Home Healthcare, Inc., and provide copies of all letters to counsel for Living Assistance Services upon transmission; and
- g. cooperate with Living Assistance Services' efforts in removing third-party references to the VISITING ANGELS® Mark, "VISITING ANGELS" and/or VISITING ANGELS HOME HEALTH SERVICES.

2. In the event any of the Defendants fail(s) to comply with any provision or term of this Settlement Agreement, the Defendants shall pay, jointly and severally, Plaintiff's attorney's fees and costs incurred in enforcing this Consent Judgment plus an amount equal to \$100,000 per violation to Living Assistance Services, which the Defendants hereby acknowledge is not a penalty, but is instead a reasonable forecast

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1 of and to compensate Living Assistance Services for probable damages. Defendants
2 also hereby acknowledge that such \$100,000 per violation payment shall not limit
3 Living Assistance Services from seeking its actual damages to the extent Living
4 Assistance Services reasonably believes its actual damages exceed \$100,000.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
6 Defendants irrevocably consent to the exclusive jurisdiction of and venue in this
7 Court, and that this Court retains jurisdiction to resolve any disputes between the
8 parties.

9 Visiting Angels Home Health Services, Inc. Naira Tshorokhyan

10 By: [Signature]

[Signature]

11 Name: Naira Tshorokhyan

12 Date: 12-23-13

13 Title: CEO

14 Date: 12/23/13

15
16
17 Living Assistance Services, Inc.

18 By: [Signature]

19 Name: Scott Parrish

20 Title: Senior Vice President

21 Date: 12-31-13

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CONSENT JUDGMENT

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